

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 59			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTRT57-06-R-20012		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/21/2006		6. REQUISITION/PURCHASE NUMBER 49-3359	
7. ISSUED BY CODE		DTS-852		8. ADDRESS OFFER TO (If other than Item 7) USDOT/RITA/Volpe Center 55 Broadway Cambridge MA 02142					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1500 ET local time 04/19/2006
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Jeremy Barrasso		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
	AREA CODE	NUMBER	EXT.		jeremy.barrasso@volpe.dot.gov
	617	494-2282			

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 CONTRACT LINE ITEMS (MAR 2003)**SERVICES

Technical capabilities and skills to support programmatic activities in the Transportation Marketing and Planning for the Cape Cod (Massachusetts) Regional Transit Authority Flex Bus Service in accordance with the Statement of Work and other terms and conditions of this contract.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
0001	Phase I – Planning	1	LOT	
0002	Phase II – Initial Marketing	1	LOT	
0003	Phase III – Service Marketing	1	LOT	
0004	Phase IV – Service Marketing (Optional Task)	1	LOT	
	TOTAL (CLIN's 0001-0004)			

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

CAPE COD REGIONAL TRANSIT AUTHORITY FLEX BUS SERVICE

C.1 OBJECTIVE AND BACKGROUND

C.1.A OBJECTIVE

The objective of this contract will be to provide transportation consulting services to the Cape Cod Regional Transit Authority (RTA), based on the required phases.

C.1.B BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is an organization within the Research and Special Programs Administration of the Department of Transportation (DOT). The Volpe Center provides research, analysis, and system deployment services to the Department and other Federal, State, and local agencies in connection with the transportation-, logistics-, and operations-related components of their missions.

The Volpe Center is industrially funded by sponsoring organizations. The portfolio of projects performed for sponsors varies in number, scope, and content over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and contractor employees to meet the broad range and number of skills needed to support projects. Through task order contracts and on-site technical support contracts, the Volpe Center can respond to uncertain, near, and long-range requirements of these technical projects by establishing a pool of easily-accessed technical resources.

C.2 SCOPE OF WORK

The Cape Cod Regional Transit Authority (RTA) Board of Directors Hyannis-Provincetown Service Committee developed the Outer Cape bus service concept called *Flex* Service. The planning effort was facilitated by the Cape Cod Transit Task Force which involved public and private transportation providers, local, state, and federal government as well as stakeholders from a wide variety of transportation perspectives including youth, human service, and business. Prior to the start of service a substantial marketing effort is needed to inform the public about the new service. Following is a description of specific tasks that will be required from the Contractor to carry out the marketing effort for the *Flex* service.

C.3 AREAS OF WORK

Phase requirements are as follows:

1. Phase I – Planning
2. Phase II - Initial Marketing
3. Phase III - Service Marketing
3. Phase IV - Service Marketing (Optional Task)

C.3A Phase I – Planning

1.10 Support Working Group

This activity includes scheduling and facilitating meetings, providing agendas and support materials in support of the Flex Working Group marketing meetings. The contractor will be expected to schedule and facilitate approximately twelve meetings.

1.20 Identify Stakeholders

Through the Working Group and Listening Parties, the Contractor will develop a list of stakeholders and methods to reach them. Potential methods of distributing marketing messages include preferred radio and television channels as well as newsletters and other publications.

1.30 Conduct "Listening Parties"

For the various target groups and with the guidance of the Working Group, the Contractor will identify forums to conduct "Listening Parties" or focus groups to establish and understanding of their needs and concerns. Identifying strategic marketing venues for the Target Groups will also be a goal of the sessions. The Contractor will be expected to conduct approximately twelve listening parties.

1.40 Establish Branding Strategy

The new Lower/Outer Cape service will be known as *The Flex*. The brand will be used in advertising and promotional materials as a noun and verb, as in “to *Flex* to work”. This task will be to define the use of this brand and logos created for the service to create a recognizable branding for the service.

1.50 Develop Supporting Slogan

The Contractor will develop a simple, descriptive slogan to accompany *The Flex* brand to help establish brand awareness. An example is “Year-round Public Transportation for the Lower/Outer Cape.” More creative alternatives will be developed as part of the campaign design and implementation.

1.60 Develop Market Messages

The Contractor will develop messages for *The Flex* driven by two essentials: passenger need and destination. These messages will vary, depending on the target audience, but will always be consumer-oriented. For example, marketing messages targeted to seniors may emphasize ease of access, security and affordability while messages to youth may focus on riding with friends and independent travel. Destinations with high transit dependent populations may also be highlighted in marketing messages.

1.70 Identify Target Audiences

The most likely riders are transit dependent ones: Seniors, especially those with low incomes, youth 12 to –16 years old, workforce commuters, people with disabilities and seasonal visitors. Thus *Flex* marketing campaigns will be targeted to the needs and interests of the most probable riders and their most likely destinations.

There will be general marketing materials and messages applicable to all audiences, but this task will identify rider-specific initiatives intended to catch the attention of the segmented rider and motivate him/her to use the service.

C.3B Phase II - Initial Marketing

Flex will be marketed with proven marketing and communications tools mentioned throughout this plan. While advertising and direct mail will be key components, they will be used secondarily to initiatives that produce word-of-mouth testimonials and generate peer-to-peer referrals and others from rider group advocates.

2.10 Bus Demonstrations and Advocacy

Between early 2006 when the *Flex* prototype bus arrives and the start of spring service in May, the Contractor will organize scheduled, frequent vehicle visits (and travel training where appropriate) at sites where target audiences tend to meet: schools, councils on aging, churches, major shopping and employment centers and visitor attractions. Other showcase opportunities will be sought at town meeting venues, landfills on Saturdays, post offices, Laundromats, special events and parades

2.20 Public Media Marketing

Use of free media on the Lower/Outer Cape is effective and low-cost marketing tool. *Flex* will be promoted continually with news releases, guest appearances on radio and community television talk shows, speaking engagements in front of business and service clubs, and via Internet links from RTA and stakeholder web sites.

2.21 Revise Website

The Contractor will oversee the redesign of the existing web site – www.TheFlex.org - which will focus on making it more consumer-friendly. . The site will be accessed independently and linked to the RTA's Breeze site: www.TheBreeze.info. *Flex* pages will be built in such a way that young people and others will be able to easily access *Flex* information.

2.22 Provide Copy for Newsletters

The Contractor will develop Ghost written material that will be made available to local newsletters and other publications.

2.23 Arrange TV/Radio Appearances

The Contractor will arrange interviews and informational shows using Working Group Members and public officials. Support and coaching will be provided where appropriate.

2.24 Organize Viral Marketing

Viral marketing, or word of mouth, is increasingly seen as the most effective and cost-effective method of communications. If a trusted neighbor, friend or relative judges *Flex* service to be good and passes along that judgment, the service will be viewed positively by others hearing the testimonials.

This form of marketing is to be supported by creating positive experiences through “test rides” on *Flex* buses. The Contractor will organize “test rides” and travel training at places where target groups gather.

2.30 Service Previews

In May of 2006, just before *Flex* service begins, of the Contractor will organize a series of high-profile public events to introduce *Flex* to people in all seven towns. These events will include tours and test rides on the buses and will include appearances by public officials.

2.40 Pass Program

Developing an effective transit pass program is essential to the goals of the *Flex*. The Contractor will provide recommendations for a new series of bus passes, targeted to the rider groups, and a number of easy-access sales outlets where passes and multi-ride fares may be purchased ahead of time will be developed.

2.50 Define Mascot

The Contractor will investigate the potential for a service mascot and provide recommendations.

2.60 Develop Handouts and Posters

Develop a marketing toolbox or information/media kit which will include a variety of printed materials and leave-behinds for consumer use: principally rack cards, full schedules and pocket schedules, all prominently featuring the *Flex* brand.

2.70 Develop Customer Amenities

The virtual lack of bus shelters and other comfortable waiting areas along the RTA’s main routes has been a factor in limited community awareness of Breeze services. The Contractor will strongly encourage those with operations responsibility to change this on the *Flex* route, first with basic benches and schedule sign posts at key stops, and later with Cape Cod-style shelters. The initial benches, which may be sponsored initially by Lower/Outer Cape businesses, should be in place by the time *Flex* service starts. This is vitally important to create “a presence on the street” and provide passengers with a comfortable and safe place to meet the bus. The Contractor will participate in the decisions and processes to:

- Define Stop Locations and Amenities
- Develop a Shelter Program
- Develop a Simple Timetable
- Establish Outer Cape Park and Ride Opportunities
- Coordinate Hyannis Services

2.80 Develop Driver Feedback Program

Encouraging a very strong consumer service ethic for *Flex* and other RTA operations is an important aspect of the service marketing. The Contractors will help develop a system to allow RTA and Public Transportation Management of Cape Cod to regularly consult the drivers – their system’s very best ambassadors.

C3.C Phase III - Service Marketing

3.10 People with Disabilities Marketing

Federal law requires the RTA to charge people with disabilities half the regular bus fare. Yet during a special Listening Party for People with Disabilities and their advocates it was found that many are not aware of that benefit. The *Flex* marketing program developed by the Contractor will aggressively promote the half fare benefit.

3.11 Local Disability ID Program

The Contractor will develop a streamlined pre-qualification process for the *Flex* and other RTA services, in cooperation with CORD (the Cape Organization for People with Disabilities) and the various town disability commissions. The Contractor will help create opportunities for pre-qualified individuals in the future at each town’s Council on Aging and at public events and meetings.

3.12 Coordinate Needs with Established Advocates

The Contractor will investigate opportunities with organizations such as CORD, town disability commissions and regional disability stakeholders on the Lower/Outer Cape to promote use of *Flex* and provide feedback to help adjust the service to needs.

3.20 Youth Marketing

The Contractor will develop marketing strategies to target:

- Schools (both high schools and the middle school) and youth at school;
- Youth group leaders (such as Scouts, Juice Bar supervisors, churches and sports leagues);
- The parents of youth, most of whom still decide when and where a son or daughter can go during free time and how they should travel; and,
- Youth directly via pocket schedules and the Internet.

3.30 Workforce

The Contractor will develop marketing strategies that build on the success of the RTA’s current *Job Rides* program which is designed to promote transit commuting to key employers and their workforces, and to raise awareness of available federal tax incentives.

3.31 MassRides Partnership

The Contractor will coordinate marketing and take advantage of the opportunities provided by MassRides and their staff to help promote *Flex* to workforce commuters. This will include targeting them directly with a series of outreach activities in partnership with MassRides, the Cape Cod Chamber of Commerce, the various town chambers and the largest employers in the service area.

3.32 Seasonal Workers

A significant percentage of the 20,000 international workers who come to Cape Cod each season work on the Lower/Outer Cape. Most come from countries and cultures where public transportation is a way of life. These workers represent good ridership potential for *Flex*.

The Contractor will develop outreach strategies by working with their employers, with housing rental agencies and the professionals who recruit them. These individuals often work two and three jobs, so after-hours opportunities are limited.

3.40 Visitors

Visitor information is prepared well in advance of the summer season, so it is important that the *Flex* outreach campaign begin in the fall proceeding the summer season. The Contractor will design and purchase advertising space in publications such as the Cape Cod Chamber of Commerce's annual guidebook and on its newly-designed web site.

The Contractor will develop a plan to target events (including festivals, exhibits, beach events, parades, Cape Cod League baseball games) that attract visitors. At these events activities that showcase a *Flex* bus, offer demo rides and distribute pocket schedules should be recommended.

In order to promote ridership, the Contractor will develop printed materials such as a special *Flex* rack card/schedule targeted to visitors. These materials will all include the system-wide RTA schedule. The materials will be distributed in key Lower/Outer Cape locations including town chambers of commerce, transportation providers' ticket counters, beach kiosks, key businesses such as Ben & Jerry's, clam shacks, supermarkets and realtors' offices.

3.41 Pass programs

The Contractor will submit recommendations for re-branding of the current three-day visitors' pass and creation of a similar family pass for adults and children will be part of this task. These passes and other recommendations should be available for purchase online by visitors and by cash and bank card at key locations in each *Flex*-served town.

C3.D Phase IV - Service Marketing (Optional Task)

4.10 People with Disabilities Marketing

Federal law requires the RTA to charge people with disabilities half the regular bus fare. Yet during a special Listening Party for People with Disabilities and their advocates it was found that many are not aware of that benefit. The *Flex* marketing program developed by the Contractor will aggressively promote the half fare benefit.

4.11 Local Disability ID Program

The Contractor will develop a streamlined pre-qualification process for the *Flex* and other RTA services, in cooperation with CORD (the Cape Organization for People with Disabilities) and the various town disability commissions. The Contractor will help create opportunities for pre-qualified individuals in the future at each town's Council on Aging and at public events and meetings.

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The Contractor will submit recommendations for re-branding of the current three-day visitors' pass and creation of a similar family pass for adults and children will be part of this task. These passes and other recommendations should be available for purchase online by visitors and by cash and bank card at key locations in each *Flex*-served town.

SECTION 508 FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

All electronic and information deliverables rendered under this Contract must comply with Section 508 of the Rehabilitation Act and Electronic and Information Technology Accessibility Standards issued by the Architectural and Transportation Compliance Board in response to Section 508 of the Rehabilitation Act of 1973, 1998 Amendments (Access Board Standards) available for viewing at <http://www.section508.gov>. Exceptions to this requirement are available under limited circumstances, as described in FAR Subpart 39.4. If fully compliant commercial items are not available in time to meet the delivery requirements or would otherwise impose an undue burden on the Government, the Contractor, with approval of the COTR, is required to purchase the commercial products that provide the greatest degree of compliance while satisfying other functional requirements. Depending on the planned use of the subject products, the technical evaluation values of compliance with the various Board Standards will vary. Consequently, no pre-assigned technical evaluation weight can be given to compliance with the Access Board Standards. Evaluation of degree of compliance must be considered among all other procurement requirements in reaching a decision on equipment acquisition, including technical specifications, cost, availability, and risk of failure. Section 508 standards constitute an additional set of requirements to be evaluated.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (MAY 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (MAY 1999)

All items submitted to the Government shall be clearly marked as follows:

- a. Name of contractor;
- b. Contract number;
- c. Task order number; (if applicable)
- d. Description of items contained therein;
- e. Consignee's name and address; and
- f. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

http://fasteditapp.faa.gov/dot/do_action?do_action=ListTOC&contentUID=1 (TAM)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (DEC 2003)

- A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in the contract.
- B. The Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://fasteditapp.faa.gov/dot/do_action?do_action=ListTOC&contentUID=1 (TAM)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER	APR 1984

F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 2003)

The period of performance of the contract shall be three (3) years from the date the Contracting Officer signs the contract award (effective date of contract).

F.3 DELIVERIES/SCHEDULE

	Task	Deliverable	Schedule
1.00	Phase 1 – Planning		
1.10	Support Working Group	Summary of Support provided	8 weeks after contract award
1.20	Identify Stakeholders	List of Stakeholders	8 weeks after contract award
1.30	Conduct "Listening Parties"	Summary of Listening Parties Conducted	8 weeks after contract award
1.40	Establish Branding Strategy	Completed Branding Strategy	8 weeks after contract award
1.50	Develop Supporting Slogan	Completed Slogan	8 weeks after contract award
1.60	Develop Market Messages	Completed Marketing Messages	8 weeks after contract award
1.70	Identify Target Audiences	List of Target Audiences	8 weeks after contract award

Task		Deliverable	Schedule
2.00	Phase II - Initial Marketing		
2.10	Bus Demos and Advocacy	Summary of completed bus demos and advocacy tasks	22 weeks after contract award
2.20	Public Media Marketing	Copy for newsletters, completed radio and TV appearances, viral marketing strategy	22 weeks after contract award
		Revised Website	12 weeks after contract award
2.30	Service Previews	completed service previews	22 weeks after contract award
2.40	Pass Program	Completed pass program strategy and recommendations including a list of distribution partners	12 weeks after contract award
2.50	Define Mascot	Recommended Mascot	12 weeks after contract award
2.60	Develop Handouts and Posters	Completed posters and handouts	12 weeks after contract award
		Distribution of posters and handouts	22 weeks after contract award
2.70	Develop Customer Amenities	Provide recommendations for stop locations and amenities and a simple timetable	8 weeks after contract award
2.80	Develop Driver Feedback Program	Complete strategy for driver training and the interview/survey process	22 weeks after contract award

Task		Deliverable	Schedule
3.00	Phase III- Service Marketing		
3.10	People With Disabilities Marketing	Summary of completed marketing efforts	52 weeks after contract award
3.20	Youth Marketing	Summary of completed marketing efforts	52 weeks after contract award
3.30	Workforce	Summary of completed marketing efforts	52 weeks after contract award
3.40	Visitors	Summary of completed marketing efforts	52 weeks after contract award

Task		Deliverable	Schedule
4.00	Phase IV - Service Marketing (Optional Task)		
4.10	People With Disabilities Marketing	Summary of completed marketing efforts	53 weeks after contract award to contract completion
4.20	Youth Marketing	Summary of completed marketing efforts	53 weeks after contract award to contract completion
4.30	Workforce	Summary of completed marketing efforts	53 weeks after contract award to contract completion
4.40	Visitors	Summary of completed marketing efforts	53 weeks after contract award to contract completion

F.4 CONTRACT PROGRESS REPORT (DEC 2003)

A Monthly Progress report is required and shall be prepared each month. The report shall be provided by the 15th of the following month. At a minimum, the report will cover the following items:

- (1) The work performed during the previous month.
- (2) Significant findings, problems, delays, inclusions, events, trends, etc. of the reporting period which result from or affect the performance of the contract.
- (3) Detailed description of the work planned for the next reporting period.
- (4) Specific action required by the Government to assist in the resolution of a problem or to effect the timely progression of the contract.
- (5) Report on accomplishments against any identified performance metrics, if applicable.

F.5 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 2003)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract (see Section H.2. – “GPO Printing Requirement”).

A. Contract Progress Report:

1 copy CO or designee
1 copy COTR

B. Technical Reports

The contractor may be required to provide additional technical reports during performance of the contract.

F.6 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

The contractor shall fully document all computer programs first produced in performance of this contract. Unless otherwise specifically agreed to by the CO in writing, the contractor shall deliver the final codes in executable form accompanied by the source and object codes and appropriate support documentation.

F.7 RIGHTS IN DATA (DEC 1998)

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the CO when granting permission claim to copyright as required by FAR 52.227-14(c).

F.8 WARRANTIES (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.9 LICENSES (MAY 1999)

With respect to any computer software, databases, or other licensed product acquired for use by the Government, the contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

SECTION G - CONTRACT AND ADMINISTRATION DATA

G.1 TAR 1252. 242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION (OCT 1994)

- A. The CO may designate Government personnel to act as the CO's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The CO will provide a written notice of such designation to the contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- B. The CO cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAR 2003)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative CO (ACO) may be designated by the CO. The duties of an ACO include but are not limited to analyzing and making recommendations on the contractor's proposals, offers, or quotations upon request of the CO and approving contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the CO. The responsibilities of the COTR include but are not limited to inspecting and monitoring the contractor's work, determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract, acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned, and advising the CO of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

G.3 PERFORMANCE EVALUATIONS (MAR 2003)

Performance evaluations shall be completed for each contract over \$100,000. Performance evaluations shall also be completed at least annually for contracts that have a performance period in excess of one year. (The performance evaluation form at <http://cps.od.nih.gov/files/standardreport.doc>, or equivalent form, shall be used.)

The CO or designee will submit the completed evaluation to the contractor for comment. The contractor shall have 30 days in which to respond. The Government will consider any comments provided by the contractor before finalizing a Performance Evaluation Report and the contractor's comments will be attached to the Report.

G.4 VOUCHER REVIEW (MAR 2003)

The Government may at its sole discretion utilize a contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.5 PAYMENT SCHEDULE

Payments will be made in accordance with the schedules below and in accordance with the Contract Quality Assurance Plan found in Attachment J.1.

Task Number	Task Description	Deliverable	Schedule	Percentage of Payment
1.00	Phase 1 - Planning			
1.10	Support Working Group	Summary of Support provided	8 weeks after contract award	10%
1.20	Identify Stakeholders	List of Stakeholders	8 weeks after contract award	
1.30	Conduct "Listening Parties"	Summary of Listening Parties Conducted	8 weeks after contract award	
1.40	Establish Branding Strategy	Completed Branding Strategy	8 weeks after contract award	
1.50	Develop Supporting Slogan	Completed Slogan	8 weeks after contract award	
1.60	Develop Market Messages	Completed Marketing Messages	8 weeks after contract award	
1.70	Identify Target Audiences	List of Target Audiences	8 weeks after contract award	

Task Number	Task Description	Deliverable	Schedule	Percentage of Payment
2.00	Phase II - Initial Marketing			
2.10	Bus Demos and Advocacy	Summary of completed bus demos and advocacy tasks	22 weeks after contract award	5%
2.20	Public Media Marketing	Copy for newsletters, completed radio and TV appearances, viral marketing strategy	22 weeks after contract award	5%
		Revised Website	12 weeks after contract award	5%
2.30	Service Previews	Completed service previews	22 weeks after contract award	5%
2.40	Pass Program	Completed pass program strategy and recommendations including a list of distribution partners	12 weeks after contract award	5%
2.50	Define Mascot	Recommended Mascot	12 weeks after contract award	5%
2.60	Develop Handouts and Posters	Completed posters and handouts	12 weeks after contract award	5%
		Distribution of posters and handouts	22 weeks after contract award	5%
2.70	Develop Customer Amenities	Provide recommendations for stop locations and amenities and a simple timetable	8 weeks after contract award	5%
2.80	Develop Driver Feedback Program	Complete strategy for driver training and the interview/survey process	22 weeks after contract award	5%

Task Number	Task Description	Deliverables	Schedule	Percentage of Payment
3.00	Phase III - Service Marketing			
3.10	People With Disabilities Marketing	Summary of completed marketing efforts	52 weeks after contract award	20%
3.20	Youth Marketing	Summary of completed marketing efforts	52 weeks after contract award	
3.30	Workforce	Summary of completed marketing efforts	52 weeks after contract award	
3.40	Visitors	Summary of completed marketing efforts	52 weeks after contract award	

Task Number	Task Description	Deliverables	Schedule	Percentage of Payment
4.00	Phase IV - Service Marketing (Optional Task)			
4.10	People With Disabilities Marketing	Summary of completed marketing efforts	53 weeks after contract award to contract completion	20%
4.20	Youth Marketing	Summary of completed marketing efforts	53 weeks after contract award to contract completion	
4.30	Workforce	Summary of completed marketing efforts	53 weeks after contract award to contract completion	
4.40	Visitors	Summary of completed marketing efforts	53 weeks after contract award to contract completion	

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

No personal services as defined in Part 37 of the FAR shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the contractor's supervisor. If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently Governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 CONTRACTOR RESPONSIBILITY (DEC 1998)

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of the work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its own expense.

H.4 HANDLING OF DATA (MAY 1999)

The contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; nor
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

Through formal training in company policy and procedures, the contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and, further, to be made aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing that shall in substance provide that such employee will not during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The contractor shall furnish a sample form of this agreement to the CO promptly after award.

The contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

The contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:

- (1) The contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
- (2) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

- (3) Use of an alternate subcontract source would reasonably detract from the quality of effort; and
- (4) The contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The contractor shall further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which can not reasonably be returned to the CO (or to a company) be deleted from the contractor's (and any subcontractor's) records and destroyed.

These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, Clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.5 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (JAN 2004)

The contractor shall neither publish nor disclose in any manner without the written consent of the Contracting Officer the following items that may be ordered through the contract: materials, patterns, designs, sketches, drawings, and/or plans.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://fasteditapp.faa.gov/dot/do_action?do_action=ListTOC&contentUID=1 (TAM)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR	JUL 1995
	SALES TO THE GOVERNMENT	
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY	JAN 1997
	OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR	JAN 1997
	IMPROPER ACTIVITY	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE	SEP 2005
	INFLUENCE CERTAIN FEDERAL TRANSACTIONS	
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED	AUG 2000
	ON RECYCLED PAPER	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST	JAN 2006
	WHEN SUBCONTRACTING WITH CONTRACTORS	
	DEBARRED, SUSPENDED, OR PROPOSED FOR	
	DEBARMENT	
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM	OCT 1997
	CONTRACT FORMAT	
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.217-7	OPTION FOR INCREASED QUANTITY –	MAR 1989
	SEPARATELY PRICED LINE ITEM	
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997

52.222-2	PAYMENT FOR OVERTIME PREMIUMS For the purpose of this clause the blank is completed as follows: (a) zero	JUL 1990
52.222-3	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	JUNE 2003
52.225-8	DUTY-FREE ENTRY	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.227-12	PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (LONG FORM)	JAN 1997
52.227-14	RIGHTS IN DATA GENERAL	JUN 1987
	ALTERNATES I, II, AND III	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE- RESTRICTED RIGHTS	JUN 1987
52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-1	PAYMENTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003

52.232-22	PERFORMANCE BASED PAYMENTS For the purpose of this clause the blank is completed as follows: 30 days	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I	JUL 2002 DEC 1991
52.233-2	SERVICE OF PROTEST	AUG 1996
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES – FIXED PRICE ALTERNATE I	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2006
52.245-19	GOVERNMENT PROPERTY FURNISHED “AS IS”	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 2003
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994
1252.245-70	GOVERNMENT PROPERTY RECORDS	OCT 1994
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The contractor shall make the following notifications in writing:

(1) When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative CO (ACO) within 30 days.

(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

(c) The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES**I.4 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

Prior to removing, replacing, or diverting any of the specified individuals or facilities, the contractor shall notify, in writing, and receive consent from, the CO reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

No diversion shall be made by the contractor without the written consent of the CO. The CO may ratify, in writing, the change and such ratification shall constitute the consent of the CO required by this clause.

The Key Personnel and/or Facilities under this Contract are:

- (1) Program Manager (To be specified at time of award of contract)

I.5 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J.1 – CONTRACT QUALITY ASSURANCE PLAN

ATTACHMENT J.2 - CONTRACTOR PERFORMANCE REPORT

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://fasteditapp.faa.gov/dot/do_action?do_action=ListTOC&contentUID=1 (TAM)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	JAN 2004
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.222-24	PREAWARD ONSITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT PROVISIONS

FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

Submission of cost or pricing data is not required.

Provide information described below:

See Price Proposal Instructions below.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
 RITA/Volpe National Transportation Systems Center
 Attn: Elizabeth A. Segal, DTS-852
 55 Broadway
 Cambridge, MA 02142-1093

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2 GENERAL INFORMATION**L.2. A. PROPOSAL IDENTIFICATION**

For ease of reference, that part of an Offeror's submission covering factors other than Cost; i.e., Past Performance, Staffing, Technical Understanding, and Approach to Management, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

L.2.B. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially since there may be no opportunity to revise proposals at a later date.

Offerors must use the checklist provided. An incomplete or deficient proposal that precludes the Contracting Officer (CO) from completing the analysis, determining probable cost to the Government, or establishing the reasonableness of proposed costs, may be eliminated from consideration. The Offerors' and subcontractors' proposals must contain the necessary fixed fee, award fee, and profit factors for inclusion in resultant contracts.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volume may result in the entire offer being eliminated before initial evaluation.

L.2.C. CONSISTENCY BETWEEN TECHNICAL PROPOSAL AND PRICE PROPOSAL

Offerors are required to demonstrate consistency between the labor costs shown in the Price Proposal and the labor resources included and evaluated in the Technical Proposal.

L.2.D. EVALUATED LABOR LEVEL

The Government expects will evaluate the proposed labor hours consistent with the requirements in Section C, the Statement of Work.

L.2.E. INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received not later than five (5) calendar days after the release of the solicitation. Address all written inquiries to:

U.S. Department of Transportation
 RITA/Volpe National Transportation Systems Center
 Attention: Jeremy Barrasso, DTS-852
 55 Broadway
 Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code DTS-852. Questions may also be submitted by e-mail to Jeremy.Barrasso@volpe.dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.3 GENERAL INSTRUCTIONS FOR TECHNICAL PROPOSAL AND PRICE PROPOSAL PREPARATION**L.3.A. SOLICITATION MAILING INSTRUCTIONS**

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package that contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

L.3.B. PROPOSAL PRESENTATION

Offerors are required to submit their proposals in two separate volumes as follows:

Volume I - Price Proposal

The Price Proposal must consist of the attached Standard Form 33, solicitation documents, and all cost and price information.

Volume II – Technical Proposal

This volume must include all the required information as described below.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

L.3.C. COPIES

You must submit three (3) copies of the Price Proposal (Volume I) and five (5) copies of the Technical Proposal (Volume II). The Technical Proposal must also be submitted on a CD-ROM in a virus-free format compatible with Microsoft Office Word Version 2000.

L.3.D. PROPOSAL FORMAT**1. Introduction and Purpose**

This section specifies the format which Offerors shall use in their proposals. The intent is to ensure a certain degree of uniformity in the format of the responses to facilitate evaluation.

2. Text

The Offeror's written Technical Proposal shall be prepared on standard 8.5 x 11-inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page limitations. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches by 22 inches or 17 inches by 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The fold-out will count as two pages.

The above restrictions do not apply to the price proposal.

3. Page Limits

The maximum number of pages that may be submitted for the Technical and Price Proposals are as follows:

Volume I - Price Proposal - No Limit

Volume II – Technical Proposal - See Instructions for Technical Proposal in L.5.B below for specific limitations and format restrictions

4. Binding

The volumes must be loose leaf and in binders which can be easily opened and closed.

5. Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name and address of the Offeror
- e. Copy number

6. Title Page

The title page which shall not count against the page limitation of the proposal of each volume shall include the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name, address, and telephone number of the Offeror
- e. Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.)
- f. Index

L.4 INSTRUCTIONS FOR THE PRICE PROPOSAL

L.4.A. INTRODUCTION

As previously stated in Paragraph L.2.B. above and underscored here, the Government anticipates making award based on initial offers as provided in FAR 52.215-1(f)(4). A proposal that is incomplete or fails to include the required schedules along with convincing and supporting documentation may be eliminated from further consideration because discussions are not planned. During its evaluation, the Government may request clarifications; i.e., the correction of minor omissions or errors that do not alter the offer.

It is the Offeror's responsibility to ensure that its Price Proposal is sufficiently complete and comprehensive so that the review may be accomplished without further dialogue:

All information relating to cost or pricing must be included in Volume I of the proposal; under no circumstances shall cost or pricing data be included elsewhere in the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer.

L.4.B. FORMAT

In addition to the requirements set forth in Section L.3, the Price Proposal shall be submitted in two sections as follows:

- Section I - Solicitation Documents
- Section II - Pricing Information

L.4.C. SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation), including acknowledgment of any amendments, and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

L.4.D. SECTION II - PRICING INFORMATION

The Offeror shall complete Schedule 1 – Schedule 6 below.

Other Direct Costs (ODCs)

There are two types of ODCs: (1) RFP-stipulated ODCs - those costs common to all Offerors which result from Government direction and which may not now be estimated, and (2) Offeror-estimated ODCs - those costs which vary from Offeror to Offeror and result from different accounting practices.

RFP-stipulated ODCs: Offerors should include the following amount as follows: \$10,000. This amount is for the entire project. It is broken down by each phase as follows:

Phase	Amount
Phase I	\$1,500
Phase II	\$6,500
Phase III	\$1,000
Phase IV	\$1,000
Total	\$10,000

Offeror-estimated ODCs: Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior CO approval.

SCHEDULE 1**SUMMARY OF PROPOSED PRICE AND PROFIT (SUMMARY)**

Offeror Name: _____

COST ELEMENT	RATE %	AMOUNT
Direct Labor		\$
Fringe Benefits (if separate from Overhead)	%	\$
Overhead	%	\$
Subcontracts:		
1.		\$
2.		\$
Subcontract Burden (if separate)	%	\$
Other Direct Costs (ODC):		
RFP-Other Direct Costs		\$10,000
Offeror-Estimated ODC		\$
ODC Burden (if separate)	%	\$
SUBTOTAL		
		\$
G&A	%	\$
Cost of Money (COM)		\$
Total Price and COM		\$
Profit		
		\$
TOTAL PROPOSED PRICE AND PROFIT		
		\$

SCHEDULE 2
PROPOSED PRICE AND PROFIT (PHASE I)

Offeror Name: _____

COST ELEMENT	RATE %	AMOUNT
Direct Labor		\$
Fringe Benefits (if separate from Overhead)	%	\$
Overhead	%	\$
Subcontracts:		
1.		\$
2.		\$
Subcontract Burden (if separate)	%	\$
Other Direct Costs (ODC):		
RFP-Other Direct Costs		\$1,500
Offeror-Estimated ODC		\$
ODC Burden (if separate)	%	\$
SUBTOTAL		
		\$
G&A	%	\$
Cost of Money (COM)		\$
Total Price and COM		\$
Profit		
		\$
TOTAL PROPOSED PRICE AND PROFIT		
		\$

SCHEDULE 3
PROPOSED PRICE AND PROFIT (PHASE II)

Offeror Name: _____

COST ELEMENT	RATE %	AMOUNT
Direct Labor		\$
Fringe Benefits (if separate from Overhead)	%	\$
Overhead	%	\$
Subcontracts:		
1.		\$
2.		\$
Subcontract Burden (if separate)	%	\$
Other Direct Costs (ODC):		
RFP-Other Direct Costs		\$6,500
Offeror-Estimated ODC		\$
ODC Burden (if separate)	%	\$
SUBTOTAL		
		\$
G&A	%	\$
Cost of Money (COM)		\$
Total Price and COM		\$
Profit		
		\$
TOTAL PROPOSED PRICE AND PROFIT		
		\$

SCHEDULE 4
PROPOSED PRICE AND PROFIT (PHASE III)

Offeror Name: _____

COST ELEMENT	RATE %	AMOUNT
Direct Labor		\$
Fringe Benefits (if separate from Overhead)	%	\$
Overhead	%	\$
Subcontracts:		
1.		\$
2.		\$
Subcontract Burden (if separate)	%	\$
Other Direct Costs (ODC):		
RFP-Other Direct Costs		\$1,000
Offeror-Estimated ODC		\$
ODC Burden (if separate)	%	\$
SUBTOTAL		
		\$
G&A	%	\$
Cost of Money (COM)		\$
Total Price and COM		\$
Profit		
		\$
TOTAL PROPOSED PRICE AND PROFIT		
		\$

SCHEDULE 5**PROPOSED PRICE AND PROFIT (PHASE IV- OPTIONAL TASK)**

Offeror Name: _____

COST ELEMENT	RATE %	AMOUNT
Direct Labor		\$
Fringe Benefits (if separate from Overhead)	%	\$
Overhead	%	\$
Subcontracts:		
1.		\$
2.		\$
Subcontract Burden (if separate)	%	\$
Other Direct Costs (ODC):		
RFP-Other Direct Costs		\$1,000
Offeror-Estimated ODC		\$
ODC Burden (if separate)	%	\$
SUBTOTAL		
		\$
G&A	%	\$
Cost of Money (COM)		\$
Total Price and COM		\$
Profit		
		\$
TOTAL PROPOSED PRICE AND PROFIT		
		\$

L.5 INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

L.5.A. CONTENT

Your Technical Proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capabilities should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

L.5.B. PAGE LIMITS

The maximum number of pages that may be submitted is as follows:

1. Technical Approach and Technical Understanding: Ten (10) pages
2. Staffing: Resumes submitted may not exceed an average of two (2) pages per resume.
3. Management Approach: Five (5) pages
4. Past Performance: The total overall page limit for the summaries of the Offeror's five (5) most relevant contracts is ten (10). There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.

L.5.C. PROCESS

The technical evaluation process has been designed to minimize the proposal and evaluation costs of both the Offeror and the Government. It reduces the Offeror's written submission to essential information upon which to discriminate among Offerors.

PARTS OF THE TECHNICAL PROPOSAL (VOLUME II)

SECTION I - TECHNICAL APPROACH AND TECHNICAL UNDERSTANDING

The Offeror shall describe how it plans to meet the requirements of the contract. The Offeror shall describe its technical approach to the three phases of work in the SOW and demonstrate its ability to understand the tasks in the SOW. The Offeror shall provide a technical approach that will demonstrate an understanding of each task and a technical approach to each task.

SECTION II- STAFFING

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of technical expertise, experience, education, and qualifications relevant to the task area requirements of this contract. Resumes shall be submitted in accordance with the requirements outlined below.

The evaluation will consider the level of technical expertise, education, and training of the Program Manager and proposed technical staff.

The Offeror must identify the individual who will serve as the overall Program Manager for this contract. The individual's resume shall be submitted in accordance with the requirements outlined below.

In addition to the resume of the proposed Program Manager, Offerors shall submit resumes for all technical staff in accordance with the requirements below.

Resume Format

Resumes for the proposed Program Manager and the technical staff must be representative of, and consistent with, the Offeror's proposed labor cost presented in the Price Proposal. Resumes shall show demonstrated experience in areas similar to the requirements of the Statement of Work. Resumes must also be verifiable. Relevant dates and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

No more than five (5) resumes, inclusive of the Program Manager, can be submitted in accordance with the above breakdown.

SECTION III- MANAGEMENT APPROACH

The Offeror shall provide an overview of its management approach for the overall contract and the specific tasks as identified in the SOW. The Offeror shall describe how they plan to manage and accomplish the tasks as contained in the SOW. The proposal will be evaluated with respect to the overall management plan to schedule, integrate and accomplish the work required by the SOW. Authority, accountability and availability of persons including Key Personnel will also be evaluated.

SECTION IV- PAST PERFORMANCE

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals and it shall be clearly marked and identifiable.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the Offeror may be contacted by the Government and the information received may be used in the evaluation of the Offeror's past performance.

The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. In addition, the list must include those applicable contracts reflecting the involvement of the proposed Program Manager or other personnel. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the Prime contractor. Include the following information for each contract:

1. Name and address of customer
2. Contract number
3. Contract type
4. Total contract value
5. Description of contract work
6. Contracting Officer's address, telephone number and e-mail address
7. Contracting Officer's Technical Representative's address, telephone number and e-mail address
8. Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
9. List of major subcontractors
10. Assessment of relevance to requirements identified in this solicitation.
11. Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.

From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts by no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for making all reasonable efforts to ensure that a copy of the performance evaluation report is provided directly to the Volpe Center CO or designee by the appropriate contracting activity's responding official by no later than the due date for receipt of proposals. If the contracting activity has not developed its own past performance evaluation report form, please refer that contracting activity to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at: <http://cps.od.nih.gov/files/standardreport.doc>.

This format, including the associated numeric ratings and criteria, should be used to submit the required past performance information for the proposal. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this factor. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) that is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

The overall page limit for the list of the five (5) most relevant contracts (including any information on the problems encountered on the contracts) is ten (10). This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

M.1.A. BASIS FOR AWARD

The award of the contract will be made to the responsive and responsible Offeror whose offer is technically acceptable with all factors considered and provides the lowest price. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions.

M.1.B. ORDER OF IMPORTANCE

The offered price is more important than the technical evaluation factors that are addressed in the Technical Proposal in the selection of a contractor for award.

M.2 TECHNICAL PROPOSAL EVALUATION

M.2.A. GENERAL

The Offeror's Technical Proposal will be evaluated in accordance with the factors described below.

The first two factors (Technical Approach and Technical Understanding, and Staffing) are more important than the remaining two factors (Management Approach and Past Performance). The first two factors are of equal importance and the third and fourth factors are of equal importance.

M.2.B. FACTORS FOR EVALUATION

The factors for evaluation are described below.

Technical Approach and Technical Understanding. Evaluation of this factor will be based on the written technical proposal. The purpose of this factor is to assess the Offeror's technical approach and understanding of the requirements of the Statement of Work (SOW), in particular its experience in addressing the critical technical issues in the major task areas.

Staffing: Evaluation of this factor will be based on the resumes provided with the written technical proposal. The purpose of this factor is to assess the Offeror's educational background in marketing as well as the following: experience in public transit marketing; knowledge of transit issues in Cape Cod in particular and Massachusetts in general; and experience with Cape Cod media, including but not limited to, radio, print media and local access cable.

Management Approach. The evaluation of this factor will be based on the written technical proposal. The purpose of this factor is to evaluate the Offeror's approach to management structure.

Past Performance. The purpose of this factor is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history (within the past three years) on tasks of the type and complexity described in the SOW. This factor includes assessment of (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations. These subfactors are of equal importance.

Only relevant past performance history will be considered. The Government will determine relevance of past performance information based on the similarity of the nature of the previous work to the current requirement.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

M.3 PRICE PROPOSAL EVALUATION

The Price Proposal will not be numerically scored. The proposed offered price and profit will be evaluated to ensure that the final agreed to price is fair and reasonable and a fair market price.

ATTACHMENT J.1 – CONTRACT QUALITY ASSURANCE PLAN

Task Number	Task Description	Deliverable	Schedule	Review Process	Percentage of Payment
1.00	Phase 1 - Planning				
1.10	Support Working Group	Summary of Support provided	8 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	10%
1.20	Identify Stakeholders	List of Stakeholders	8 weeks after contract award		
1.30	Conduct "Listening Parties"	Summary of Listening Parties Conducted	8 weeks after contract award		
1.40	Establish Branding Strategy	Completed Branding Strategy	8 weeks after contract award		
1.50	Develop Supporting Slogan	Completed Slogan	8 weeks after contract award		
1.60	Develop Market Messages	Completed Marketing Messages	8 weeks after contract award		
1.70	Identify Target Audiences	List of Target Audiences	8 weeks after contract award		

Task Number	Task Description	Deliverable	Schedule	Review Process	Percentage of Payment
2.00	Phase II - Initial Marketing				
2.10	Bus Demos and Advocacy	Summary of completed of bus demos and advocacy tasks	22 weeks after contract award	COTR verifies and accepts completion within 10 business days.	5%
2.20	Public Media Marketing	Copy for newsletters, completed radio and TV appearances, viral marketing strategy	22 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	5%
		Revised Website	12 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	5%
2.30	Service Previews	Completed service previews	22 weeks after contract award	COTR verifies and accepts completion within 10 business days.	5%
2.40	Pass Program	Completed pass program strategy and recommendations including a list of distribution partners	12 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	5%
2.50	Define Mascot	Recommended Mascot	12 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	5%
2.60	Develop Handouts and Posters	Completed posters and handouts	12 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	5%
		Distribution of posters an handouts	22 weeks after contract award	COTR verifies and accepts completion within 10 business days.	5%
2.70	Develop Customer Amenities	Provide recommendations for stop locations and amenities and a simple timetable	8 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	5%
2.80	Develop Driver Feedback Program	Complete strategy for driver training and the interview/survey process	22 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	5%

Task Number	Task Description	Deliverable	Schedule	Review Process	Percentage of Payment
3.00	Phase III - Service Marketing				
3.10	People With Disabilities Marketing	Summary of completed marketing efforts	52 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	20%
3.20	Youth Marketing	Summary of completed marketing efforts	52 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	
3.30	Workforce	Summary of completed marketing efforts	52 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	
3.40	Visitors	Summary of completed marketing efforts	52 weeks after contract award	COTR reviews and accepts deliverables within 10 business days	

Task Number	Task Description	Deliverable	Schedule	Review Process	Percentage of Payment
4.00	Phase IV - Service Marketing (Optional Task)				
4.10	People With Disabilities Marketing	Summary of completed marketing efforts	53 weeks after contract award to contract completion	COTR reviews and accepts deliverables within 10 business days	20%
4.20	Youth Marketing	Summary of completed marketing efforts	53 weeks after contract award to contract completion	COTR reviews and accepts deliverables within 10 business days	
4.30	Workforce	Summary of completed marketing efforts	53 weeks after contract award to contract completion	COTR reviews and accepts deliverables within 10 business days	
4.40	Visitors	Summary of completed marketing efforts	53 weeks after contract award to contract completion	COTR reviews and accepts deliverables within 10 business days	

ATTACHMENT J.2 - CONTRACTOR PERFORMANCE REPORT**CONTRACTOR PERFORMANCE REPORT**

Host Agency:	Report Type:	Report Date: From:	To:
Evaluating Organization:	Contracting Office:	Contract Number:	Order Number:
Contractor Name and Address:		TIN: DUNS: SIC/NAICS: Commodity Code: Contract Type:	
Contract Award Date:	Contract Expiration Date:	Contract Value:	
Description of Requirement:			

RATINGS**Quality of Product or Service**

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Quality of Product or Service

Cost Control

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Cost Control

Timeliness of Performance

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Timeliness of Performance

Business Relations

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Business Relations

Subcontracts

Are subcontracts involved ?

Government Comments for Comment on subcontracts

Contractor Key Personnel

Contractor Manager/Principal Investigator

Government Comments for Contractor Manager/Principal Investigator

Contractor Key Person

Government Comments for Contractor Key Person

Contractor Key Person

Government Comments for Contractor Key Person

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan?

If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?

Government Comments for Comments on Small Business Subcontracting Plan

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications?

Government Comments for Meeting SDB Subcontracting Requirements

Customer Satisfaction

Is/was the contractor committed to customer satisfaction?

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan?

If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?

Government Comments for Comments on Small Business Subcontracting Plan

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications?

Government Comments for Meeting SDB Subcontracting Requirements

Customer Satisfaction

Is/was the contractor committed to customer satisfaction?

Government Comments for Customer Satisfaction

Project Officer/COTR

Phone: Ext: Fax:

Internet Address:

Government Comments for Overall Comment

Contracting Officer

Phone: Ext: Fax:

Internet Address:

Contractor Representative

Phone: Ext: Fax:
Internet Address:

Summary Ratings:

Quality of Product or Service Rating :

Cost Control Rating :

Timeliness of Performance Rating :

Business Relations Rating :

CONTRACTOR COMMENTS**Contractor's Comments for Quality of Product or Service****Contractor's Comments for Cost Control****Contractor's Comments for Timeliness of Performance****Contractor's Comments for Business Relations****Contractor's Comments for Comment on subcontracts****Contractor's Comments for Contractor Manager/Principal Investigator****Contractor's Comments for Contractor Key Person****Contractor's Comments for Contractor Key Person****Contractor's Comments for Comments on Small Business Subcontracting Plan****Contractor's Comments for Meeting SDB Subcontracting Requirements**

Contractor's Comments for Customer Satisfaction

Contractor's Comments for Overall Comment

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